

# MULTIPLE FAMILY HOUSING INTEREST CREDIT AGREEMENT

<i>INSTRUCTIONS — TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED (               )</i>		
<b>1. BORROWER CASE NUMBER</b> <div style="border: 1px solid black; height: 1.2em; width: 100%;"></div>	<b>2. PROJECT NUMBER</b> (MFH Only) <div style="border: 1px solid black; height: 1.2em; width: 100%;"></div>	<b>3. LOAN NUMBER</b> <div style="border: 1px solid black; height: 1.2em; width: 100%;"></div>
<b>4. TYPE OF LOAN</b> <div style="border: 1px solid black; height: 1.2em; width: 100%;"></div>	<b>5. EFFECTIVE DATE OF AGREEMENT</b> <div style="border: 1px solid black; height: 1.2em; width: 100%;"></div>	<b>6. INTEREST CREDIT PLAN CODE</b> <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> <div>1-Plan I 2-Plan II 5-Plan II RA</div> <div>6-Plan RA 7-Section 8 (1%) 8-Section 8 (2%)</div> </div>
<b>7. EFFECTIVE INTEREST RATE</b> (Section 8 Plan Code Only) <div style="border: 1px solid black; height: 1.2em; width: 100%;"></div>	<b>8. REDUCED LOAN PAYMENT</b> <div style="border: 1px solid black; height: 1.2em; width: 100%;"></div>	<b>9. SUBSIDY CREDIT</b> <div style="border: 1px solid black; height: 1.2em; width: 100%;"></div>

10. This Agreement between the United States of America, acting through the Department of Agriculture, Rural Housing Service (“Government”) pursuant to Section 521 of the Housing Act of 1949, and \_\_\_\_\_ (“Borrower”) supplements a \_\_\_\_\_ in the principal amount of \$ \_\_\_\_\_, at \_\_\_\_\_ percent ( \_\_\_\_\_%) interest, dated \_\_\_\_\_ which was drawn in ☐ a single advance ☐ multiple advances.
11. The Government shall compute interest on the borrower’s account at the promissory note rate.
12. Subject to the provisions of this Agreement the Government will credit \$ \_\_\_\_\_ subsidy, less surcharge/overage, to the borrower’s account when each MONTHLY payment is made. The borrower’s subsidized payment shall be \$ \_\_\_\_\_ plus surcharge/overage.
13. Borrower shall submit to the Government, as required by the Government in form prescribed or approved by it, proof of borrower’s income and expenses for the previous calendar year or other designated periods, and any information on the family size and income of the occupants of the housing financed with the loan evidenced by the note.
14. If the Government should determine that the borrower has defaulted under any terms or conditions of this Agreement, the note, borrower’s related Loan Resolution/Agreement, and supplementary or related agreements, or any related security instrument, or violates any program regulations, at its option the Government may suspend or terminate this Agreement as of any specified date following the default.
15. No credit to the borrower’s account provided for in paragraph 12 shall be made following any termination date specified pursuant to paragraph 14.
16. The Government shall credit the borrower’s account, or pay the borrower rental assistance, including periods of default when determined to be in the Government’s best interest, amounts equal to the difference between the payment required in paragraph 12 above and the payment required under a formula and procedure prescribed by the Government.
17. No terms or conditions of the note or any related security or other instrument shall be affected by this Agreement except as expressly set forth herein.
18. This Agreement is subject to the present regulations of the Rural Housing Service, and to its future regulations not inconsistent with the express provisions hereof.
19. Upon request, the borrower will permit representatives of the Government (or other agencies of the Department of Agriculture authorized by the Department) to inspect and make copies of any records of borrower pertaining to Rural Housing Service loans and this Agreement.
20. If the borrower has received any excessive credit or payment, in addition to any rights of recovery, the Government may deduct the amount from any subsequent credit or payment.
21. If the Government should determine that the subsidy is no longer needed for the benefit of the tenants, at its option the Government may upon written notice suspend, modify or terminate this agreement as of any specific date.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0189. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

(CORPORATE SEAL)

\_\_\_\_\_  
(SIGNATURE OF ATTESTING OFFICIAL)

\_\_\_\_\_  
(TITLE OF ATTESTING OFFICIAL)

\_\_\_\_\_  
(DATE OF EXECUTION)

\_\_\_\_\_  
(NAME OF BORROWER)

\_\_\_\_\_  
(SIGNATURE & TITLE OF EXECUTIVE OFFICIAL)

\_\_\_\_\_  
(P.O. BOX OR STREET ADDRESS)

\_\_\_\_\_  
(CITY, STATE, AND ZIP CODE)

UNITED STATES OF AMERICA  
RURAL HOUSING SERVICE

By \_\_\_\_\_

STATE DIRECTOR FOR  
RURAL DEVELOPMENT \_\_\_\_\_  
(TITLE)